

1 BILL NO. S-87-04-34

2 SPECIAL ORDINANCE NO. S-9487

3 AN ORDINANCE approving the Contract
4 for Sewer Improvement Res. 427-86
5 Amended, Pettit Avenue Storm Sewer,
6 between Land Excavating, Inc.,
and the City of Fort Wayne, Indiana,
in connection with the Board of
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

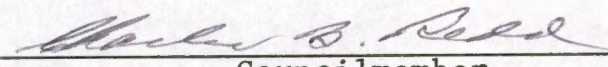
9 SECTION 1. That the Contract for Sewer Improvement
10 Res. 427-86 Amended, Pettit Avenue Storm Sewer, by and between
11 Land Excavating, Inc., and the City of Fort Wayne, Indiana, in
12 connection with the Board of Public Works and Safety, for:

13 receiving drainage from collateral
14 drains already constructed or which
15 hereafter may be constructed across
16 the North Half of the Southwest
17 Quarter of Section 23, Township
18 30 North, Range 12 East, in Allen
19 County, Indiana. MAIN LINE: Be-
20 ginning at an existing 27" storm
21 sewer located 10+ L.F. west of
22 the centerline of Old Mill Rd.
23 and 386+ L.F. south of the center-
24 line of Pettit Avenue; thence north
25 360+ L.F. to a proposed manhole;
26 thence east 685+ L.F. to a proposed
manhole; thence south 215+ L.F.
to a proposed manhole and the end
of the Main Line. Lateral #1:
Beginning at a proposed manhole
located 22+ L.F. west of the center-
line of Indiana Avenue and 22+
L.F. south of the centerline of
Pettit Avenue; thence south 380+
L.F. to a proposed manhole and
the end of Lateral #1. (Total
cost shall be paid by funds from
City of Fort Wayne Sewer Utility.);

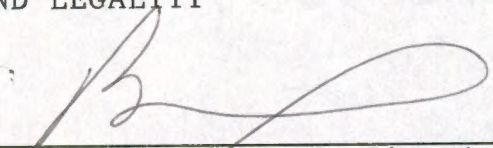
27 the Contract price is One Hundred Thirty-Six Thousand Six Hundred
28 and No/100 Dollars (\$136,600.00), all as more particularly set
29 forth in said Contract, which is on file in the Office of the
30 Board of Public Works and Safety and, is by reference incorporated
31 herein, made a part hereof, and is hereby in all things ratified,
32 confirmed and approved. Two (2) copies of said Contract are
33 on file with the Office of the City Clerk and made available
34 for public inspection, according to law.

1 Page Two

2 SECTION 2. That this Ordinance shall be in full force
3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

5
6 
Councilmember

7 APPROVED AS TO FORM
8 AND LEGALITY

9 
10 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by C. E. Burns, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 4-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by C. E. Burns, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-94-87
on the 28th day of April, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of April, 1987,
at the hour of 11:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of May,
1987, at the hour of 4⁰⁰ o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

PROJECT: PETTIT AVENUE STORM SEWER AMENDED

Contract No. 427-1986

CONTENTS

Resolution No. 427-1986

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 -S/2	Schedule
X	SI/1	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/	Special Project Specifications

ATTACHMENTS

		Project Plans Drawing # SY-11172
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
X	EA/1-EA/4	Escrow Agreement
X	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X		Change Order - Specimen Form

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____Z	20 CALENDAR DAYS _____Z	30 CALENDAR DAYS _____Z	OTHER _____Z
---	----------------------------	----------------------------	----------------------------	-----------------

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date
	<i>Jack Braun</i>	3-19-87		

BID SUBMITTED

Land Excavating, Inc.
Contractor

By: *Jack Braun*

Its Jack Braun, President

Offer

Date March 25, 1987

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

Compliance J. Adams

O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF PORT WAYNE
Board of Public Works & Safety

Carole R. [Signature]
[Signature]

CITY OF PORT WAYNE

Win Moses, Jr., Mayor

AWARD

Date

4-1-87

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|-----------------------------|------------------|---------------|
| 1. Copeland & Sons Trucking | 721 Leesburg Rd. | Ft. Wayne, IN |
| 2. | | |
| 3. | | |

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|---|--|--|
| 1. Soils Engineering & Excavating, Inc. | | |
| 2. | | |
| 3. | | |

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Land, Inc.

Contractor _____

By *Jack Brian*

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:
To date Land, Inc. has met this goal, and will continue to strive to do so.

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By Jack Braun

Its Jack Braun, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this _____ day of _____, 1987.

Firm Name: _____

By: _____

IN WITNESS WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 25 day of March, 1987.

Name of Corporation: Land Excavating, Inc.

By: Jack Bram

ATTEST:

Steve Elmgren

SCHEDULE
Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

**PETTIT AVENUE STORM SEWER AMENDED
RESOLUTION 427-1986**

All work will be performed in accordance with: Resolution 427-1986, Instructions to Bidders, Bond forms, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$136,600.00 (If the unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within 90 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this Agreement and the contractor agrees that it will complete the project herein defined on or before one hundred twenty (120) days after issuance of Notice to Proceed.

The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$250.00 per day for each and every day after 90 days after issuance of notice to proceed that the project remains uncompleted. The parties agree that the sum of \$250.00 per day is a reasonable estimate as to damages which would be incurred by the City of Fort Wayne. The parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods and explosions.

In submitting this bid, it is understood that the right is reserved by the owner to reject any and all bids and to waive any defect in any bid.

SCHEDULE OF ITEMS

DATE: 3-25-87

PROJECT: PETTIT AVENUE STORM SEWER

RES. NO: 427-86 AMENDE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	EXTENSION (\$)
1	27" RCP Class III w/Mastic	360	LF	66.00	23,760.00
2	21" RCP Class III w/'O' Ring	352	LF	51.00	17,952.00
3	15" RCP Class IV w/'O' Ring	50	LF	36.00	1,800.00
4	15" RCP Class III w/'O' Ring	277	LF	33.00	9,141.00
5	12" RCP Class IV w/'O' Ring	602	LF	37.00	22,274.00
6	C.F.W. Manhole Type I-A	3	EA	1,240.00	3,720.00
7	C.F.W. Standard Catch Basin	5	EA	1,052.00	5,260.00
8	Reconstruct Catch Basin to Inlet	8	EA	300.00	2,400.00
9	C.F.W. Inlet	1	EA	495.00	495.00
10	5' Concrete Walk	60	SY	17.00	1,020.00
11	Concrete Wing Walk	70	SY	22.00	1,540.00
12	Concrete Curb	170	LF	10.00	1,700.00
13	6" Concrete Drive	60	SY	20.00	1,200.00
14	Asphalt Drive	30	SY	11.00	330.00
15	6" Conc. Pave. Plain inc. "J" Bolt	900	SY	19.00	17,100.00
16	6" Conc. Pave. w/1" A-2 Surf. inc. "J" Bolt	325	SY	24.00	7,800.00
17	2"Seed,Mulch,Fertil. inc. Topsoil	1650	SY	.50	825.00
18	Water Service Adjustment	3	EA	0.00	0.00
19	Shrub & Tree Removal	1	LS	533.00	533.00
20	Shrub & Tree Replacement	1	LS	2,200.00	2,200.00
21	Special Backfill #53-#73 Stone	2800	CY	5.00	14,000.00
22	Concrete Removal	1450	SY	1.00	1,450.00
23	Lawn Sprinkler	100	LF	1.00	100.00

TOTAL BID:

\$136,600.00

SCHEDULE OF ITEMS

DATE: March 25, 1987

PROJECT: PETTIT AVENUE STORM -ALTERNATE 1

RES. NO: 427-1986
AMENDED

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	EXTENSION (\$)
1A	15" RCP Class III w/'O' Ring	380	LF	33.50	12,730.00
2A	C.F.W. Manhole Type I-A	1	EA	1,240.00	1,240.00
3A	C.F.W. Standard Catch Basin	1	EA	1,052.00	1,052.00
4A	Reconstruct Catch Basin to Inlet	1	EA	300.00	300.00
5A	6" Concrete Drive	150	SY	20.00	3,000.00
6A	5' Concrete Walk	200	SY	17.00	3,400.00
7A	2" Seed & Mulch	340	SY	.50	170.00
8A	Tree Removal	1	L.S.	476.00	476.00
9A	Tree Replacement	1	L.S.	900.00	900.00
10A	6" Concrete w/1" A-2 Surface, inc. "J" Bolt	35	SY	24.00	840.00
11A	Concrete Removal	385	SY	1.00	385.00
12A	12" RCP Class IV w/'O' Ring	36	LF	37.00	1,332.00
13A	Special Backfill #53-#73 Stone	115	CY	5.00	575.00

TOTAL BID (alternate 1): \$26,400.00

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

any _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Jack Braun

Jack Braun, President

Land Excavating, Inc.

Subscribed and sworn to before me by
this 25th day of March, 198 7.

Jack Braun

My Commission Expires:

April 28, 1990

Jay Braun
Notary Public
Resident of Noble County

Subscribed and sworn to before me by
this _____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by
this _____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President
Position of Land Excavating, Inc.
Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 198 6, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 3-25-87

Jack Braun
Signature
President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 25 day of March, 198 7.

Jay Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1990

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
Land Excavating, Inc., that Land Excavating, Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 25th day of _____, 19 87.

Land Excavating, Inc.
(Name of Bidder/Vendor)

Jack Braun
(Name and Title of Person Signing)
Jack braun, President

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

BID BOND

Bond No. _____

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS

A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.

P.O. Box 192

LaOtto, IN 46763

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto Board of Public Works & Safety City of Fort Wayne City-County Building Fort Wayne, IN

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid----- Dollars (\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Pettit Avenue Storm Sewer Resolution 427-86

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of March A.D. 1987

Jay Braun
(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)
Jay Braun
PRESIDENT (Title)

RELIANCE INSURANCE COMPANY

Gerald C. Kramer, Jr.
Gerald C. Kramer, Jr., Attorney-In-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 25th day of March 1987.



Assistant Secretary

PROJECT

PETTIT AVE STORM SEWER

CONTRACTOR				ENGR'S. ESTIMATE		LAND		WEITZEL		DEINER		BERGOT		
CERTIFIED CHECK / BID BOND						✓		✓		✓		✓		
NON-COLLUSION AFF.						✓		✓		✓		✓		
FINANCIAL STATEMENT / CERT. IN LIEU OF						✓		✓		✓		✓		
CERTIFICATION OF NON-SEGREGATED FAC.						✓		✓		✓		✓		
MINORITY/FEMALE EMPLOYMENT REQ.						✓		✓		✓		✓		
MBE/WBE STATEMENT — % GOAL						✓		✓		✓		✓		
PROMPT PAYMENT DISCOUNT				(A) 10 CALENDER DAYS % (B) 20 CALENDER DAYS % (C) 30 CALENDER DAYS % (D) OTHER %										
CERTIFICATION OF BIDDER INTENDANCE						✓		✓		✓		✓		
ITEM NO	DESCRIPTION			UNIT	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1	21" RCP CLASS III PASTIC			360 LF			66.00	23,760.00	37.00	13,320.00	51.00	18,448.00	48.00	17,280.00
2	21" RCP CLASS III 10' RING			352 LF			51.00	17,952.00	32.00	11,475.00	46.00	16,208.00	45.00	15,840.00
3	15" RCP CLASS IV 10' RING			50 LF			36.00	1,800.00	28.75	1,437.50	38.00	1,900.00	37.00	1,850.00
4	15" RCP CLASS III 10' RING			277 LF			33.00	9,141.00	26.00	7,295.00	34.00	9,457.00	30.00	8,310.00
5	15" RCP CLASS IV 10' RING			402 LF			37.00	14,874.00	30.00	12,060.00	33.00	13,302.00	34.00	13,668.00
6	MANHOLE TYPE 1-A			3 EA			1,240.00	3,720.00	1,160.00	3,480.00	1,154.00	3,462.00	1,100.00	3,300.00
7	CATCH BASIN			5 EA			1,052.00	5,260.00	700.00	3,500.00	1,431.00	7,157.00	500.00	7,500.00
8	RECONSTRUCT C.B. TO INLET			2 EA			300.00	600.00	500.00	1,000.00	231.00	462.00	500.00	1,000.00
9	INLET			1 EA			475.00	475.00	605.00	605.00	506.00	506.00	750.00	750.00
10	5' CONC WALK			40 SY			17.00	680.00	17.00	680.00	17.00	680.00	18.00	720.00
11	CONC WING WALK			70 SY			22.00	1,540.00	18.00	1,260.00	20.00	1,400.00	23.00	1,610.00
12	CONC CURB			170 LF			10.00	1,700.00	11.00	1,870.00	12.00	2,040.00	6.00	1,020.00
13	6' CONC DRIVE			40 SY			20.00	800.00	20.00	800.00	16.00	640.00	23.00	920.00
14	ASPHALT DRIVE			30 SY			11.00	330.00	17.00	510.00	18.00	540.00	20.00	600.00
15	6" CONC PAVEMENT PLAIN			920 SY			19.00	17,480.00	24.00	22,080.00	20.00	18,400.00	20.00	18,400.00
16	6" CONC PAVEMENT W/A-2 SURFACE			325 SY			24.00	7,800.00	26.00	8,450.00	27.00	8,775.00	27.00	8,775.00
17	2" SEED MULCH, FERTIL INC. TOPSOIL			1,450 SY			0.50	725.00	1.00	1,450.00	0.50	725.00	1.00	1,450.00
18	WATER SERVICE ADJUSTMENT			3 EA			0.00	0.00	300.00	900.00	205.00	615.00	200.00	600.00
19	SHRUB & TREE REMOVAL			LS			533.00	533.00	500.00	500.00	1,456.00	1,456.00	1,000.00	1,000.00
20	SHRUB & TREE REPLACEMENT			LS			2,200.00	2,200.00	2,400.00	2,400.00	2,127.00	2,127.00	3,000.00	3,000.00
21	SPEC. BACKFILL #3-#73 STONE			2,200 CY			5.00	11,000.00	15.00	33,000.00	11.00	24,200.00	13.00	28,600.00
22	CONC. REMOVAL			1,450 SY			1.00	1,450.00	6.00	8,700.00	5.00	7,250.00	6.00	8,700.00
23	LAWN SPRINKLER			100 LF			1.00	100.00	2.00	200.00	10.00	1,000.00	5.00	500.00
ALTERNATE														
1A	15" RCP CLASS III 10' RING			300 LF			23.50	7,050.00	24.00	7,200.00	34.00	10,200.00	37.00	11,100.00
2A	MANHOLE TYPE 1-A			1 EA			1,240.00	1,240.00	885.00	885.00	1,154.00	1,154.00	1,100.00	1,100.00
3A	CATCH BASIN			1 EA			1,052.00	1,052.00	700.00	700.00	1,431.00	1,431.00	1,500.00	1,500.00
4A	RECONSTRUCT C.B. TO INLET			1 EA			300.00	300.00	500.00	500.00	231.00	231.00	500.00	500.00
5A	6" CONC DRIVE			150 SY			20.00	3,000.00	20.00	3,000.00	16.00	2,400.00	23.00	3,450.00
6A	5' CONC WALK			200 SY			17.00	3,400.00	18.00	3,600.00	17.00	3,400.00	18.00	3,600.00
7A	2" SEED MULCH			340 SY			0.50	170.00	1.00	340.00	0.50	170.00	1.00	340.00
8A	TREE REMOVAL			LS			476.00	476.00	300.00	300.00	1,456.00	1,456.00	1,000.00	1,000.00
9A	TREE REPLACEMENT			LS			200.00	200.00	1,600.00	1,600.00	1,456.00	1,456.00	3,000.00	3,000.00
10A	6" CONC W/A-2 SURFACE			35 SY			24.00	840.00	26.00	910.00	27.00	945.00	27.00	945.00
11A	CONC. REMOVAL			325 SY			1.00	325.00	6.00	1,950.00	5.00	1,625.00	6.00	1,950.00
12A	15" RCP CLASS III 10' RING			300 LF			37.00	11,100.00	30.00	9,000.00	33.00	9,900.00	34.00	10,200.00
13A	SPEC. BACKFILL #3-#73 STONE			115 CY			5.00	575.00	13.00	1,505.00	11.00	1,265.00	13.00	1,505.00
						150,000.00	136,400	157,603.50	140,977.40	146,925.00				
CONTRACTOR'S BASE BID														
ENGINEERING & INSPECTION														
R/W CUT PERMITS														
ADVERTISING														
AREA CONNECTION FEES														
TOTAL PROJECT COST														

TITLE OF ORDINANCE Contract for Sewer Improvement Res. 427-86 Amended
Pettit Avenue Storm Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Sewer Improvement Res. 427-86

Amended, Pettit Avenue Storm Sewer is intended and adopted for re-
ceiving drainage from collateral drains already constructed or
which hereafter may be constructed across the North Half of the
Southwest Quarter of Section 23, Township 30 North, Range 12 East,
in Allen County, Indiana. MAIN LINE: Beginning at an existing 27
storm sewer located 10+ L.F. west of the centerline of Old Mill Rd
and 386+L.F. south of the center line of Pettit Avenue; thence
north 360+ L.F. to a proposed manhole; thence east 685+ L.F. to a
proposed manhole; thence south 215+ L.F. to a proposed manhole &
the end of the Main Line. Lateral #1: Beginning at a proposed
manhole located 22+ L.F. west of the centerline of Indiana Avenue
and 22+ L.F. south of the centerline of Pettit Avenue; thence
south 380+ L.F. to a proposed manhole and the end of Lateral #1.
Land Excavating, Inc., is the Contractor

EFFECT OF PASSAGE Improved sewer conditions at the above location.

Total cost shall be paid by funds from City of Fort Wayne Sewer
Utility.

J-27-04-34

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$136,600

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~ (RESOLUTION)) approving the Contract

for Sewer Improvement Res. 427-86 Amended, Pettit Avenue Storm
Sewer, between Land Excavating, Inc., and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~XXXXXXXXXX~~ (RESOLUTION)) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~XXXXXXXXXX~~ (RESOLUTION))

YES

NO

Charles B. Redd CHARLES B. REDD
CHAIRMAN

Paul M. Burns PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN 4-28-87

SANDRA E. KENNEDY
CITY CLERK